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April 14, 1998

**BY COURIER**

Magalie Roman Salas, Secretary  
Federal Communications Commission  
1919 M Street NW, Room 222  
Washington, DC 20554

**EX PARTE PRESENTATION**

Re: In the Matter of Telephone Number Portability, CC Docket No. 95-116

Dear Ms. Salas:

Enclosed for filing in this docket are two copies of a letter from Mr. Bernie Zuroff, Senior Corporate Counsel to ICG Communications, Inc., to Ms. Janice Kaplan, of Lockheed Martin IMS regarding the issue of telephone number portability. The same letter was sent by Mr. Bernie Zuroff to J. Timothy Scott, also of Lockheed Martin IMS, and two copies are also enclosed for filing in this docket. I would ask that you include these materials in the record of this proceeding.

If you have any questions concerning this matter, please contact me at (202) 828-2226.

Thank you for your consideration.

Sincerely,



Albert H. Kramer

AHK/ctm

Enclosures

cc: Bernie Zuroff  
A. Richard Metzger, Jr. (Hand Deliver)  
Andre Rauch (Hand Deliver)

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FABODE



**ICG**  
COMMUNICATIONS, INC.

April 10, 1998

Janice Kaplan  
Lockheed Martin IMS  
Number Portability Administration Center  
200 South Wacker Street, Suite 3400  
Chicago, IL 60606

Dear Ms. Kaplan,

The purpose of this letter is to state ICG Telecom Group's ("ICG") objections to the Number Portability Administration Center / Service Management System User Agreement (the "User Agreement") that Lockheed Martin ("Lockheed") is asking ICG to sign as a prerequisite to testing ICG's number portability systems. The User Agreement establishes a relationship between ICG and Lockheed based on the fact that Lockheed is the administrator of the local number portability database. In each region where ICG operates, it will connect to the regional Number Portability Administration Center (NPAC) operated by Lockheed. When ICG implements number portability, it will perform a lookup during call setup using Lockheed's database of ported numbers. ICG will use the information from Lockheed's database to route the call to the carrier handling that traffic. The User Agreement allows Lockheed and ICG to begin carrier certification testing before porting takes place.

The User Agreement does not state how much ICG will pay for the use of the number portability database, and leaves the amount to be paid open. The FCC still has not released its rules establishing how local exchange companies will recover the costs of local number portability. This cost recovery order will presumably establish the rate that ICG must pay Lockheed for each database query. Until those rates are established by the FCC, ICG can have no reasonable estimate of what the costs of entering into a contractual relationship with Lockheed will be.

ICG needs to begin local number portability testing immediately so that it can conform with the FCC implementation deadlines. Interoperability testing, turn-up testing and field trial/network testing all must occur before ICG's system can be certified and begin porting. ICG wants to work with the Lockheed NPAC and fully intends to implement full local number portability on schedule. To perform the testing and receive certification in time, ICG must begin testing before the release of the FCC's cost recovery order.

ICG is willing to conduct that testing immediately without a signed User Agreement in place, but our understanding is that Lockheed is insisting upon a signed contract before it will begin testing even though ICG cannot know what payment

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demands will be placed upon it under the contract. ICG does not believe it should be required to sign a contract for services without knowing the price of the services but ICG has no choice but to sign the contract if it is to meet the implementation deadline. Therefore ICG is signing the User Agreement at this time under protest and duress. ICG intends to fully preserve its rights with respect to the contract, including the right to seek reformation or agreement between Lockheed and ICG.

The executed contract is enclosed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bernie Zuroff', written over a horizontal line.

Bernie Zuroff  
Senior Corporate Counsel

cc: Magalie Roman Salas, FCC  
A. Richard Metzger, Jr., FCC  
Andre Rauch, FCC



April 10, 1998

J. Timothy Scott  
Lockheed Martin IMS  
555 Fifth Street, 35<sup>th</sup> Floor  
Los Angeles, CA 90013-1024

Dear Mr. Scott,

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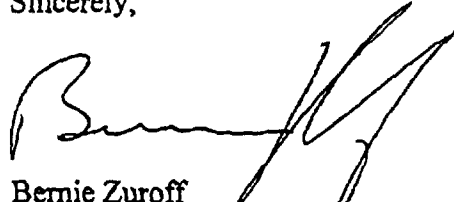
ICG is willing to conduct that testing immediately without a signed User Agreement in place, but our understanding is that Lockheed is insisting upon a signed contract before it will begin testing even though ICG cannot know what payment demands will be placed upon it under the contract. ICG does not believe it should be

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Bernie Zuroff  
Senior Corporate Counsel

cc: Magalie Roman Salas, FCC  
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Andre Rauch, FCC